



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-059748-25

In the matter of: Lower Level, 2304 Winlord Place
Oshawa ON L1L0B8

Between: William Diabo Tenant

And

Kajatheeph Parameshwarnathan Landlord

William Diabo (the 'Tenant') applied for an order determining that Kajatheeph Parameshwarnathan (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on February 26, 2026.

Only the Tenant and the Tenant's legal representative Cheryl Burk attended the hearing.

As of the time of the hearing, the Landlord was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Tenant's evidence.

Determinations:

1. The Tenant only proceeded with their claim on their application which alleged that the Landlord did not use their last month's rent deposit to pay for the last rental period of the tenancy, and the Landlord did not return the deposit to the Tenant. The abandoned they remaining claims on their application.
2. As explained below, the Tenant proved the allegation contained in the application with respect to this ground on a balance of probabilities. Therefore, the Landlord will be ordered to return the last month's rent deposit.
3. The Tenant testified that he entered into a one-year fixed term tenancy with the Landlord from April 5, 2025, to March 31, 2026. On April 1, 2025, he paid the last month's rent deposit in the amount of \$1,800.00 to the Landlord. The Tenant further claimed that on May 21, 2025, the Landlord provided a N11 notice of termination with a termination date of June 30, 2025. The following day, the Tenant texted the Landlord advising him that he will vacate the rental unit on July 31, 2025, to which the Landlord agreed. The Tenant further testified that he paid the rent for July 2025 to the Landlord in the amount of \$1,800.00.

4. The Tenant vacated the rental unit on July 31, 2025, and returned the keys to the rental unit to the Landlord.
5. The Tenant seeks the return of their last month's rent deposit in the amount of \$1,800.00.
6. Based on the evidence adduced at the hearing, I am satisfied on a balance of probabilities that the Landlord did not use the Tenant's rent deposit to pay for the last rental period of the tenancy and did not return the deposit to the Tenant.
7. As previously indicated, the parties entered into a one-year lease agreement until March 31, 2026. Section 37 of the Act provides that a tenancy may be terminated only in accordance with the Act. In accordance with sections 44 and 47 of the Act, the earliest termination date the Tenant could have specified on a notice of termination was March 31, 2026, the last day of the one-year lease period. While the Tenant asserted that they gave the Landlord a notice of termination via text, this could not have been a valid notice as the Tenant was attempting to terminate the tenancy before March 31, 2026.
8. However, Section 37(3) of the Act stipulates that a notice of termination need not be given if a landlord and a tenant have agreed to terminate a tenancy.
9. The word "agreed" is not defined in the Act, but the meaning of an agreement is well established in the common law of contract. An agreement is formed when one party communicates an offer to the other, and the offeree communicates its acceptance.
10. I agree with the analysis in *Dadiala v Griffin*, [2001] O.R.H.T.D. No 84, in which the Ontario Rental Housing Tribunal recognized that while a notice of termination under the Act must be in a form prescribed by the Act, an otherwise deficient notice of termination provided by a tenant can support a finding of the existence of an agreement to terminate a tenancy if it is accepted by the landlord. However, the landlord's acceptance must be "unequivocal", and it must also be clear that there is a meeting of the minds.
11. Based on the evidence adduced at the hearing, I am satisfied that the parties agreed to terminate the tenancy for July 31, 2025. I accept the Tenant's uncontested evidence that the parties agreed to terminate the tenancy for this date. A copy of the text message was filed as evidence with the Board and confirms that the Tenant texted the Landlord that he would be vacating the rental unit on July 31, 2025, to which the Landlord responded "np"- which I take to mean "no problem". The text message clearly shows that there was a clear meeting of the minds between the parties that the tenancy would terminate on this date. The fact that the Landlord did not object to the proposed termination date of July 31, 2025, and indicated "no problem", indicates that his acceptance of was unequivocal. The Tenant returned the keys to the Landlord on July 31, 2025, as well. Thus, I am satisfied on balance of probabilities that the parties agreed to terminate the tenancy for July 31, 2025.
12. I also accept the Tenant's uncontested evidence that he paid rent for the period of July 2025 to the Landlord. A copy of the rent receipt signed by the Landlord was filed as evidence with the Board, and it confirms that on July 21, 2025, the Tenant paid \$1,800.00 as rent for the month of July 2025.
13. Pursuant to subsection 106(10) the last month's rent deposit is to be applied to the last period of the tenancy. Since the Tenant paid rent for the period of July 2025, I find that the

Landlord has illegally retained the last month's rent deposit in contravention of the Act, and ought to have applied the deposit for the period of July 2025.

14. Accordingly, I will order the Landlord to return the deposit to the Tenant in the amount of \$1,800.00.
15. This order contains all the reasons for my decision within it. No further reasons shall be issued.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$1,800.00. This amount represents the last month's rent deposit which the Landlord has illegally retained. The Landlord shall pay this amount via certified cheque and mail the certified cheque to Durham Community Legal Clinic located at 200 John Street West, Unit B1, Oshawa, Ontario, L1J 2B4, with attention to Cheryl Burk.
2. The Landlord shall pay the Tenant the full amount owing by April 20, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by April 20, 2026, the Landlord will owe interest. This will be simple interest calculated from April 21, 2026, at 4.00% annually on the balance outstanding.
4. The Tenant has the right, at any time, to collect the full amount owing or any balance outstanding under this order.

April 9, 2026
Date Issued

Inderdeep Padda
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.